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Attorneys for Defendant Farm Bureau Property & Casualty Insurance Company

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IN THE UNITED STATES DISTRICT COURT IN AND FOR  
THE DISTRICT OF UTAH, SOUTHERN DIVISION

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WENDY GRAHAM, an individual,

Plaintiff,

v.

FARM BUREAU PROPERTY AND  
CASUALTY INSURANCE COMPANY,  
a Foreign Business Corporation, JOHN DOES  
1-5, individuals, JANE DOES 1-5, individuals,  
BLACK CORPORATIONS 1-5,

Defendants.

**ANSWER AND JURY  
DEMAND**

Civil No. 4:25-CV-00055  
Honorable Ann Marie McIff  
Allen

Defendant Farm Bureau Property & Casualty Insurance Company, by and through its counsel of record, answers Plaintiff's Complaint as follows:

**FIRST DEFENSE**

Defendant Farm Bureau Property & Casualty Insurance Company hereby admits, denies, or otherwise responds to the numbered paragraphs of Plaintiff's Complaint as follows:

1. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph one for lack of information.
2. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph two.
3. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph three for lack of information.
4. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph three for lack of information.
5. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph five.
6. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph six.
7. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph seven.
8. Defendant Farm Bureau Property & Casualty Insurance Company hereby incorporates its responses to paragraphs one through seven as if fully set forth herein.
9. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph nine for lack of information.
10. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph ten other than the date of construction which is denied for lack of information.
11. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph eleven.

12. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph twelve.
13. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph thirteen.
14. Defendant Farm Bureau Property & Casualty Insurance Company admits the policy number is correct but alleges that the policy attached to the complaint is incomplete and does not include the form entitled General Section.
15. Defendant Farm Bureau Property & Casualty Insurance Company admits the policy provides coverage as detailed in the policy but otherwise denies the allegations in paragraph fifteen.
16. Defendant Farm Bureau Property & Casualty Insurance Company admits a fire occurred but otherwise denies the allegations in paragraph sixteen.
17. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph seventeen.
18. Defendant Farm Bureau Property & Casualty Insurance Company admits the home was damaged extensively but otherwise denies the allegations in paragraph eighteen.
19. Defendant Farm Bureau Property & Casualty Insurance Company admits the property in the home was damaged extensively but otherwise denies the allegations in paragraph nineteen for lack of information.
20. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph twenty for lack of information.
21. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph twenty-one.

22. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph twenty-two.

23. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph twenty-three.

24. Defendant Farm Bureau Property & Casualty Insurance Company denies that she has been forced to pay rent since the date of the fire and affirmatively alleges that during the first twelve months Farm Bureau Property and Casualty Insurance Company paid her \$2,000 per month based upon her representation that she had leased premises for that amount, and otherwise denies the allegations in paragraph twenty-four for lack of information.

25. Defendant Farm Bureau Property & Casualty Insurance Company admits that the investigation of the Utah State Fire Marshal, United States Bureau of Alcohol Tobacco and Firearms, and Farm Bureau confirmed that there were three points of ignition, accelerants were used, and the fire was intentionally set.

26. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph twenty-six and affirmatively alleges that despite multiple requests that Ms. Graham submit to an examination under oath as required by the terms of the policy, Ms. Graham has refused to be questioned about the fire.

27. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph twenty-seven.

28. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph twenty-eight.

29. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph twenty-nine.
30. Defendant Farm Bureau Property & Casualty Insurance Company admits the conversation referred to suggests she was involved in the fire.
31. Defendant Farm Bureau Property & Casualty Insurance Company admits the conversation referred to suggests she was involved in the fire.
32. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-two.
33. Defendant Farm Bureau Property & Casualty Insurance Company admits the home is not habitable but otherwise denies the allegations in paragraph thirty-three for lack of information.
34. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-four for lack of information.
35. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-five for lack of information.
36. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-six for lack of information.
37. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-seven for lack of information.
38. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-eight for lack of information.
39. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph thirty-nine for lack of information.

40. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph forty for lack of information.

41. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph forty-one.

42. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph forty-two.

43. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph forty-three and affirmatively alleges it has no duty to do so.

44. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph forty-four and affirmatively alleges it has no duty to do so.

45. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph forty-five and affirmatively alleges it has no duty to do so.

46. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph forty-six and affirmatively alleges it has no duty to do so.

47. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph forty-seven and affirmatively alleges it has no duty to do so.

48. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph forty-eight.

49. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph forty-nine.

50. Defendant Farm Bureau Property & Casualty Insurance Company hereby incorporates its responses to paragraphs one through fifty as if fully set forth herein.

51. Defendant Farm Bureau Property & Casualty Insurance Company admits the allegations in paragraph fifty-one.

52. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-two.

53. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-three.

54. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-four.

55. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-five.

56. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-six.

57. Defendant Farm Bureau Property & Casualty Insurance Company hereby incorporates its responses to paragraphs one through fifty-six as if fully set forth herein.

58. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-eight.

59. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph fifty-nine.

60. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty.

61. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-one.

62. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-two.

63. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-three.

64. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-four.

65. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-five.

66. Defendant Farm Bureau Property & Casualty Insurance Company hereby incorporates its responses to paragraphs one through sixty-five as if fully set forth herein.

67. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-seven.

68. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-eight.

69. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph sixty-nine.

70. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph seventy.

71. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph seventy-one.

72. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph seventy-two.

73. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph seventy-three.

74. Defendant Farm Bureau Property & Casualty Insurance Company denies the allegations in paragraph seventy-four.

**SECOND DEFENSE**

To the extent Plaintiff's allegations are not expressly admitted herein, all allegations are denied.

**THIRD DEFENSE**

As an affirmative defense, the Defendant alleges that to the extent Plaintiff may have failed to mitigate his damages, her claim may be reduced or barred.

**FOURTH DEFENSE**

As an affirmative defense, Defendant alleges that Plaintiff has breached the implied covenant of good faith and fair dealing and the insurance policy and, as a result, her claim is barred.

**FIFTH DEFENSE**

As an affirmative defense, Defendant alleges that the claim is fairly debatable and, therefore, it cannot be held liable for claims of bad faith.

**SIXTH DEFENSE**

As an affirmative defense, Defendant alleges that recovery is barred due to failure to comply with the conditions of the policy and that coverage is excluded under one or more exclusions.

**SEVENTH DEFENSE**

As an affirmative defense, Defendant hereby reserves the right to amend this Answer to add further and other avoidances and affirmative defenses as may be determined to be applicable based on further discovery.

WHEREFORE, Defendant prays that judgment be entered in favor of Defendant and against Plaintiff, no cause of action, and that Defendant recover its costs of Court, together with such other relief as the Court deems just.

**JURY DEMAND**

Defendant Farm Bureau Property & Casualty Insurance Company demands a jury on all causes of action.

DATED this 28<sup>th</sup> day of April 2025.

MORGAN, MINNOCK, RICE & MINER, L.C.

/s Joseph E. Minnock  
Joseph E. Minnock  
Attorneys for Defendant Farm Bureau Property & Casualty Insurance Company

**CERTIFICATE OF MAILING**

I hereby certify that on this 28<sup>th</sup> day of April 2025, I caused a true and correct copy of the foregoing **ANSWER AND JURY DEMAND** to be mailed via first-class mail, postage prepaid, to the following:

D. Bruce Oliver  
46 South Main  
P.O. Box 146  
Mayfield, UT 84643  
[bruceoliverlaw@gmail.com](mailto:bruceoliverlaw@gmail.com)

/s Joseph E. Minnock \_\_\_\_\_